

Attachment 6A5

Deed Restriction Information Don Thomson

TEXAS WATER COMMISSION



Paul Hopkins, Chairman
John O. Houchins, Commissioner
B. J. Wynne, III, Commissioner

J. D. Head, General Counsel
Michael E. Field, Chief Examiner
Karen A. Phillips, Chief Clerk

Allen Beinke, Executive Director

June 16, 1988
Certified Mail-Return Receipt Requested
No. P 560 641 920

Mr. Donald Thompson
P.O. Box 1906
Midland, Texas 79702

Re: Groundwater Contamination at #3 Industrial Loop property

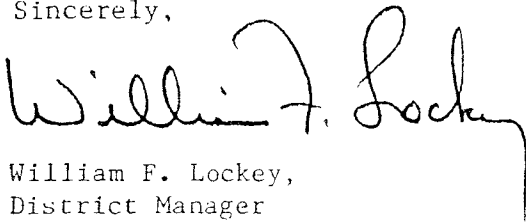
Dear Mr. Thompson:

Pursuant to our latest telephone conversation on April 27, 1988, attached is a copy of a letter sent to Mr. Tedford with the FDIC. Regarding the third paragraph of the letter, it is reiterated and required that a groundwater quality assessment plan as well as a remediation (recovery) program be implemented in order to alleviate the problem. A groundwater quality assessment details that area/extent of the contaminated plume. Additional monitor wells must be installed to make that determination. A recovery program consists of a well(s) designed to extract the contaminated water from the aquifer. The main objective of this program is to restore the groundwater quality to drinking standards. The contaminated water after extraction must either be disposed of properly or treated and reinjected back into the aquifer. Recent technology suggest an ion exchange or lime/reduction process for treatment of chromium contaminated water.

The problem that exists is complex and may be beyond your scope of handling the matter personally. A helpful suggestion would be to retain a hydrogeological consulting firm to rectify the problem.

Should you have any questions regarding this matter, please contact me or Mr. Johnson at the District 10 office in Odessa.

Sincerely,


William F. Lockey,
District Manager

WFL/RJ:lt

TEXAS WATER COMMISSION



Paul Hopkins, Chairman
John O. Houchins, Commissioner
B. J. Wynne, III, Commissioner

J. D. Head, General Counsel
Michael E. Field, Chief Examiner
Karen A. Phillips, Chief Clerk

Allen Beinke, Executive Director

April 4, 1988
Certified Mail-Return Receipt Requested
No. P 304 323 786

Federal Deposit Insurance
Corporation
P.O. Box 2836
Midland, Texas 79702

Attention: Jimmy Tedford

Re: #3 Industrial Loop Site

Dear Mr. Tedford:

Pursuant to our latest telephone conversation on Wednesday, March 2, 1988, enclosed are copies of analyses obtained from the above referenced property. Analyses illustrate low levels of total chromium were detected, possibly in a non leachable form. Soil removal may not be necessary since EP Toxic levels of chromium were not detected near the vicinity of the well bore (Ref. Jones and Neuse, Inc. Report Dated August 31, 1987). The well; however, still needs to be plugged accordingly.

A helpful suggestion would be to drill out the old casing (since it is PVC) to total depth, then grout the entire well through the drill string. A good cement job is important so as to prevent further migration of surface contaminants. In addition, the November 9, 1987 water well analysis indicated that chromium levels (0.53 ppm) exceeded the primary drinking water standards of 0.05 ppm. The problem still persists with groundwater contamination.

It is advised that a groundwater quality feasibility study as well as a remediation (recovery) program be implemented in order to alleviate the problem. In addition, any remaining contaminated soils, which are abandoned in-place, will need to be deeded recorded. Please keep the District 10 office in Odessa apprised of any activities associated with this property.

Should you have any questions regarding this matter, please contact me or Mr. Johnson at the District 10 office in Odessa.

Sincerely,

A handwritten signature in dark ink, appearing to read "William F. Locky".
William F. Locky,
District Manager

WFL/RJ:lt

Do not use for residential property

Agrees to sell and convey to Mid-Dessa, Inc. (Buyer)

and Buyer agrees to buy from Seller the following

2. PROPERTY situated in Midland County, Texas legally described as (see attached survey "Exhibit A")

~~or as shown on attached exhibit, including (if any) mineral rights, oil and gas leases, machinery and equipment and~~

~~☒ Exhibit is attached hereto with complete legal description and/or list of included fixtures.~~

~~Owner agrees that all equipment and fixtures, a part of this sale, will be performing the function for which they were intended, on the date of closing this sale.~~

5. CONTRACT SALE PRICE		\$ 22,500.00
Payable as follows:	Cash At Closing	2,250.00
	Promissory Note From Buyer	\$20,250.00

Special Provisions: Seller reserves an easement as shown on "Exhibit A" for the purpose of providing utilities of any type to the adjoining property.. Further seller reserves an area shown on "Exhibit A" restricted by deed from the drilling of water wells for any purpose. Seller makes no representations, and Buyer agrees to hold harmless and indemnify the Seller against any and all claims related to the potable quality of the underground water supply covered by this contract.

4. SURVEY: ☐ not required ☒ required. If required, then within 10 days from the effective date of this contract a current survey of the Property shall be furnished by and at the expense of ~~XX~~(Seller) ☐ (Buyer) by a ~~mutually acceptable~~ Registered Public Surveyor or Professional Engineer licensed by the State of Texas. A plat of the survey together with any appropriate field notes shall be furnished to Seller and Buyer, and such field notes shall be substituted for the description in Paragraph 2. The survey shall locate all improvements and encroachments on the Property, together with all easements and roadways adjoining or crossing the Property.
5. EARNEST MONEY: \$ 500.00 is herewith tendered and is to be deposited as Earnest Money upon execution of this contract by all parties with Permian Abstract Company Broker, as Escrow Agent. Additional Earnest Money, if any, shall be deposited before 19 in the amount of \$ _____.
6. POSSESSION AND CLOSING: Settlement or closing shall be on or before April 25, 1990, or within seven days after objections to title have been cured, whichever date is later. Possession of the property shall be delivered to Buyer on April 25, 1990, in its present condition, ordinary wear and tear excepted. Any possession by Buyer prior to or by Seller after closing date shall establish a landlord-tenant at sufferance relationship between the parties.
7. PROPERTY CONDITION: Buyer accepts the property in its present condition, subject only to _____.

All parties hereto agree that Broker makes no representations or warranties as to the condition or suitability of the real or personal property, the subject of this contract. ☐ Property condition-additional requirements-addendum attached hereto.

8. BROKER'S FEE: Seller agrees to pay N/A Broker herein a fee of _____
 the total contract sales price in cash at the closing, payable in the county of the Broker's principal office.

9. **TENANT REMOVAL:** Broker shall ☒ shall not ☐ have the right as agent for Seller to terminate the rights of any tenant presently in possession of the property.

10. **REPRESENTATIONS:** Seller represents that there will be no Title I liens, unrecorded liens or Uniform Commercial Code liens against any of the property on closing date. If any representation above is untrue, this contract may be terminated by Buyer and the Earnest Money shall be refunded without delay. Representations shall survive closing.

11. TITLE: Seller shall furnish at Seller's expense either:

- ☒ A. Owner's Policy of Title Insurance (the Title Policy) issued by Permian Abstract Company in the amount of the Sales Price and dated at or after closing; or
- ☐ B. Complete Abstract of Title certified by _____ to current date (Original Abstract) and supplemented to the closing date (Supplemental Abstract).

TITLE TO BUYER: As required by law, Broker advises you that you should have the Abstract covering the Property examined in an attorney of your selection, or you should be furnished with or obtain a Title Policy, and if the Property is situated in any Utility District, Section 50.301 of the Texas Water Code requires the Buyer to sign and acknowledge a statutory notice.

12. SALES EXPENSES:

- A. Loan appraisal fee shall be paid by N/A, loan discount points not exceeding _____ shall be paid by _____
- B. Seller's expenses shall include (if applicable) lender required repairs, prepayment penalty on any existing loans, plus cost of releasing such loans, recording releases, preparation of deed or installment contract and interest prorated to closing date.
- C. Buyer's expenses shall include (if applicable) fees for loans, preparation of any loan documents, recording fees, credit reports, any required reserve deposits for insurance taxes and special assessments.

13. TAXES AND SPECIAL ASSESSMENTS: All regular taxes due and payable in the fiscal year ending 12-31 1989, as well as taxes for previous years are to be paid by the Sellers. All regular taxes for the current fiscal year due and payable 12-31 1990 and insurance (at Buyer's option) are to be prorated to the date of possession. The basis of such proration shall be the last known actual taxes payable. However, if such taxes are not based on a full assessment of the present property improvements, the proration shall be based on the current tax rate and the assessed value or actual value shown on the assessor's record at the time of settlement. All special assessments now certified as a lien on the Treasurer's books on the date of this contract are to be paid by the Sellers. All charges for solid waste removal, sewage, other utilities and assessments for maintenance attributable to the Seller's possession, are to be paid by the Sellers. All subsequent special assessments and taxes are to be paid by the Buyers.

14. CASUALTY LOSS: Seller shall maintain existing fire, windstorm, and extended coverage insurance until closing. If any part of the property is damaged or destroyed by fire or other casualty loss, Seller shall restore the same to its previous condition as soon as reasonably possible, but in any event by closing date and if Seller is unable to do so without fault, this contract shall terminate at Buyer's option and Earnest Money shall be refunded. Buyer's if they desire, may obtain additional insurance to cover such risks.

15. TITLE APPROVAL: If Abstracts are furnished, Seller shall deliver original abstract to Buyer within 20 days from the effective date hereof. Buyer shall have 20 days from date of receipt of original abstract to deliver a copy of the title opinion to Seller, stating any objections to title. If Title Policy is furnished, the Title Policy shall guarantee Buyer's title to be good and indefeasible subject only to (i) restrictive covenants affecting the Property (ii) any discrepancies, conflict or shortages in area or boundary lines or any encroachments, or any overlapping of improvements (iii) all taxes for the current and subsequent years (iv) any existing building and zoning ordinances (v) rights of parties in possession (vi) any liens created as security for the sale consideration and (vii) any reservations or exceptions contained in the Deed. If title objections are disclosed in the original title opinion, the Supplemental Abstract or by the issuer of the Title Policy, Seller shall have 30 days from the date of such disclosure to cure the same. Exceptions permitted in the Deed and zoning ordinances shall not be valid objections to title. Seller shall furnish at Seller's expense tax statements showing no delinquent taxes and a General Warranty Deed conveying title subject only to liens securing debt created or assumed as part of the consideration, taxes for the current year, usual restrictive covenants and utility easements common to the _____ subdivision of which the Property is a part and any other reservations or exceptions acceptable to Buyer. Each note herein provided shall be secured by Vendor's and Deed of Trust liens. A Vendor's lien shall be retained and a Deed of Trust lien to secure any assumption shall be required, which liens shall be automatically released on execution and delivery of a release by noteholder. In case of dispute as to the form of Deed, Note(s) or Deed(s) of Trust, forms prepared by the State Bar of Texas shall be used.

16. ESCROW: Earnest Money is deposited with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the deposit to any party (iii) is not liable for interest or other charges on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties to the extent provided in Paragraph 18B. At closing, Earnest Money shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer. Before Buyer shall be entitled to refund of Earnest Money, any actual and FHA allowable expenses incurred on Buyer's behalf shall be deducted therefrom and paid to the creditors entitled thereto. The parties hereto authorize any mortgagee herein to pay loan proceeds to Escrow Agent who is authorized to use any trust funds herein to pay all items called for in this contract including liens and Broker's commission.

17. DEFAULT:

- A. If Buyer fails to comply herewith, Seller may either enforce specific performance or terminate this contract and receive the Earnest Money as liquidated damages, one-half of which (but not exceeding the herein recited Broker's fee) shall be paid by Seller to Broker in full payment for Broker's services. If Seller is unable without fault to deliver Abstract or to make any non-casualty repairs required herein within the time herein specified, Buyer may either terminate this contract and receive the Earnest Money as the sole remedy, or extend the time up to thirty (30) days. If Seller fails to comply herewith for any other reason, Buyer may (i) terminate this contract and receive the Earnest Money, thereby releasing Seller from this contract (ii) enforce specific performance hereof, or (iii) seek such other relief as may be provided by law. If completion of sale is prevented by Buyer's default and Seller elects to enforce specific performance, the Broker's fee is payable when Seller collects damages for such default by suit, compromise, settlement, or otherwise.
- B. Any signatory to this contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this contract shall be additionally entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

EXECUTED in multiple originals, effective the _____ day of _____, 19_____.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY THEIR WRITTEN CONSENT.

LISTING BROKER

BUYER Donald F. Thomson, President
Mid-Dessa, Inc.

CO-BROKER

BUYER

RECEIPT OF EARNEST MONEY IS ACKNOWLEDGED OF
\$_____ IN THE FORM OF _____

SELLER Industrial Warehouse Company
by Gene Drummond

ESCROW AGENT

DATE

SELLER

FORM 349TX

4088
SPECIAL WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF MIDLAND

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

That the FEDERAL DEPOSIT INSURANCE CORPORATION, in its capacity as Liquidator of the First National Bank of Midland, Midland, Texas, grantor, of the County of Midland and State of Texas for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto D & D VAN LINES, INC. of the County of Midland and State of Texas, all of the following described real property in Midland County, Texas, to wit:

BEING 1.20 acres out of a 24.595 acre tract of land out of the NW/4 of Section 4, Block 39, T-2-S, T & P RR Co. Survey, Midland County, Texas, and being described more fully by metes and bounds as follows:

BEGINNING at a 1/2" Reinf. bar set for the Southeast corner of this tract in the South line of the NW/4 of said Section 4, from which the Southeast corner of the NW/4 of Section 4 bears N. 74 deg. 32' E. 594.0 feet;
THENCE S. 74 deg. 32' W. 240.0 feet along said South line of the NW/4 of Section 4 to a 1/2" Reinf. bar set for the Southwest corner of this tract in the East line of East Industrial Loop;
THENCE N. 15 deg. 35' W. 218.0 feet along said East line of East Industrial Loop to a 1/2" Reinf. bar set for the Northwest corner of this tract;
THENCE N. 74 deg. 32' E. 240.0 feet to a 1/2" Reinf. bar set for the Northeast corner of this tract;
THENCE S. 15 deg. 35' E. 218.0 feet to the PLACE OF BEGINNING.

This conveyance is made and accepted expressly SUBJECT TO THE FOLLOWING:

(1) All easements, restrictions, reservations and rights-of-way of record and/or apparent on the property, encroachments, over-lapping of improvements, rights of parties in possession, zoning ordinances, and any other governmental ordinances and regulations.

(2) Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by grantee.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors and assigns forever; and it does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person

whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, but not otherwise, subject, however, to the matters set forth herein.

Grantee understands and acknowledges that the Property includes a water well and surface soil that have been found by the Texas Water Commission to contain chromium, and that by that certain letter dated August 4, 1987, the Texas Water Commission requires that said well be plugged and said soil be removed from the premises. By acceptance of this deed, grantee agrees to comply with the requirements contained in said letter and assumes full responsibility therefor.

By acceptance of this deed, grantee further agrees to indemnify and save harmless grantor and its agents and employees from all suits, actions, or claims, including, but not limited to liability for sanctions imposed by the Texas Water Commission or the United States Environmental Protection Agency, arising out of, or attributable to, any and all past, present, or future waste contamination of the Property.

EXECUTED this 7 day of February, A.D. 1988.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: 

James V. Forrestal
Department Head

Its: Owned Properties

Mailing address of grantee:

Name: D & D Van Lines, Inc.
Address: 4400 A Industrial
Midland, Texas 79703

April 21, 1988

D&D Van Lines, Inc.
4400 A Industrial
Midland, Texas 79703

RE:GF#02-88-019

Gentlemen:

In connection with your recent purchase, please find enclosed the recorded Warranty Deed and Owner Policy of Title Insurance.

We certainly hope the enclosed meet with your approval, and if we can be of any further assistance, please call on us.

Sincerely yours,

WEST TEXAS ABSTRACT & TITLE COMPANY

Martha Mesquita
Martha Mesquita

MM/lp
Encls.

RECEIPT FOR INSTRUMENT FILED FOR RECORD

FILE NO. 4866
TYPE OF INSTRUMENT Special LID
FROM J D T C.
TO De C Van Hines
ASSIGNED CD # 02-88-09

FILED FOR RECORD
AT 12:40 O'CLOCK P M

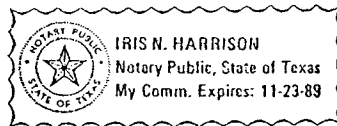
MAR 18 1983

Roseelle Cherry
COUNTY CLERK, MIDLAND COUNTY, TEXAS
BY [Signature] DEPUTY

(CORPORATE ACKNOWLEDGMENT)

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 9th day of February, 1988, by James V. Forrestal, who is the Owned Properties Dept. Head of the FEDERAL DEPOSIT INSURANCE CORPORATION, a United States corporation, on behalf of said corporation, and in the capacity stated therein.



Iris N. Harrison
Notary Public, State of Texas
Notary's name (printed):

Iris N. Harrison
Notary's commission expires:
11-23-89

AFTER RECORDING RETURN TO:

Mr. Donald F. Thomson
D & D Van Lines
4400 A Industrial
Midland, Texas 79703

29100

SURVEY PLAT FOR: D. & D. Van Lines, Inc.

TO West Texas Abstract FOR CAUSE NO. GF-02-88-019 ONLY:

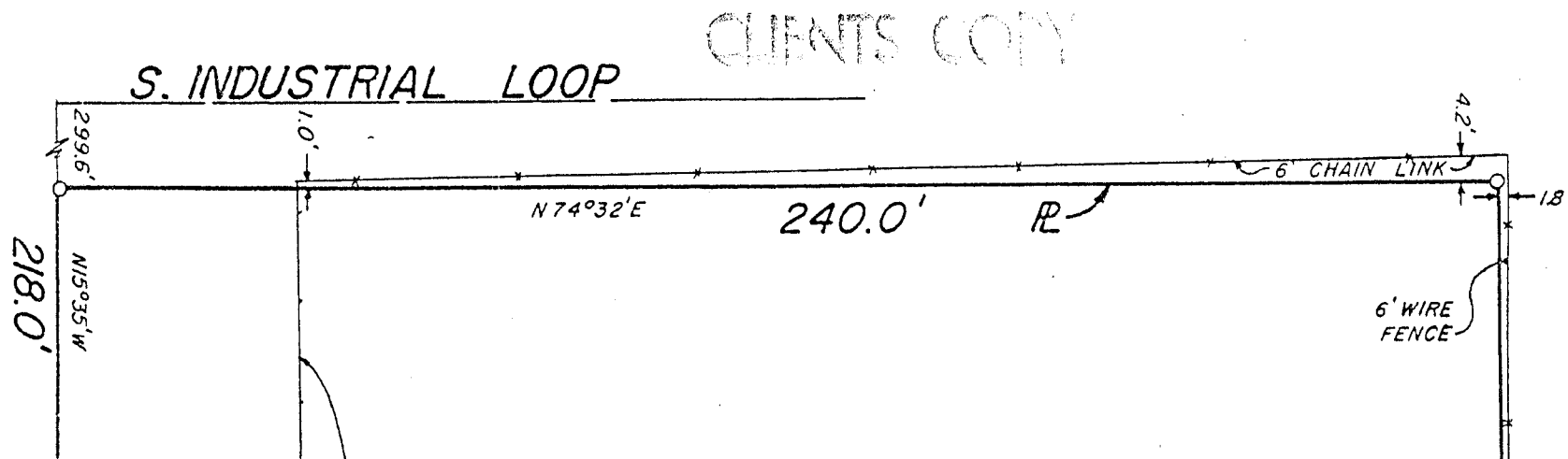
This is to certify that on this date, February 23, 1988, a careful and accurate survey was made under my direction and supervision on the ground of property located at: #3 East Industrial Loop, in the City of Midland, Texas, described as follows: BEING A 1.20 acre tract out of a 24.595 acre tract of land out of the NW $\frac{1}{4}$ of Section 4, Block 39, T-2-S, T. & P. RR. Co. Survey, Midland County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ " iron rod set in the South line of the NW $\frac{1}{4}$ of said Section 4 for the Southeast corner of this tract, from which the Southeast corner of the NW $\frac{1}{4}$ of said Section 4 bears N74°32'E 594.0 feet:

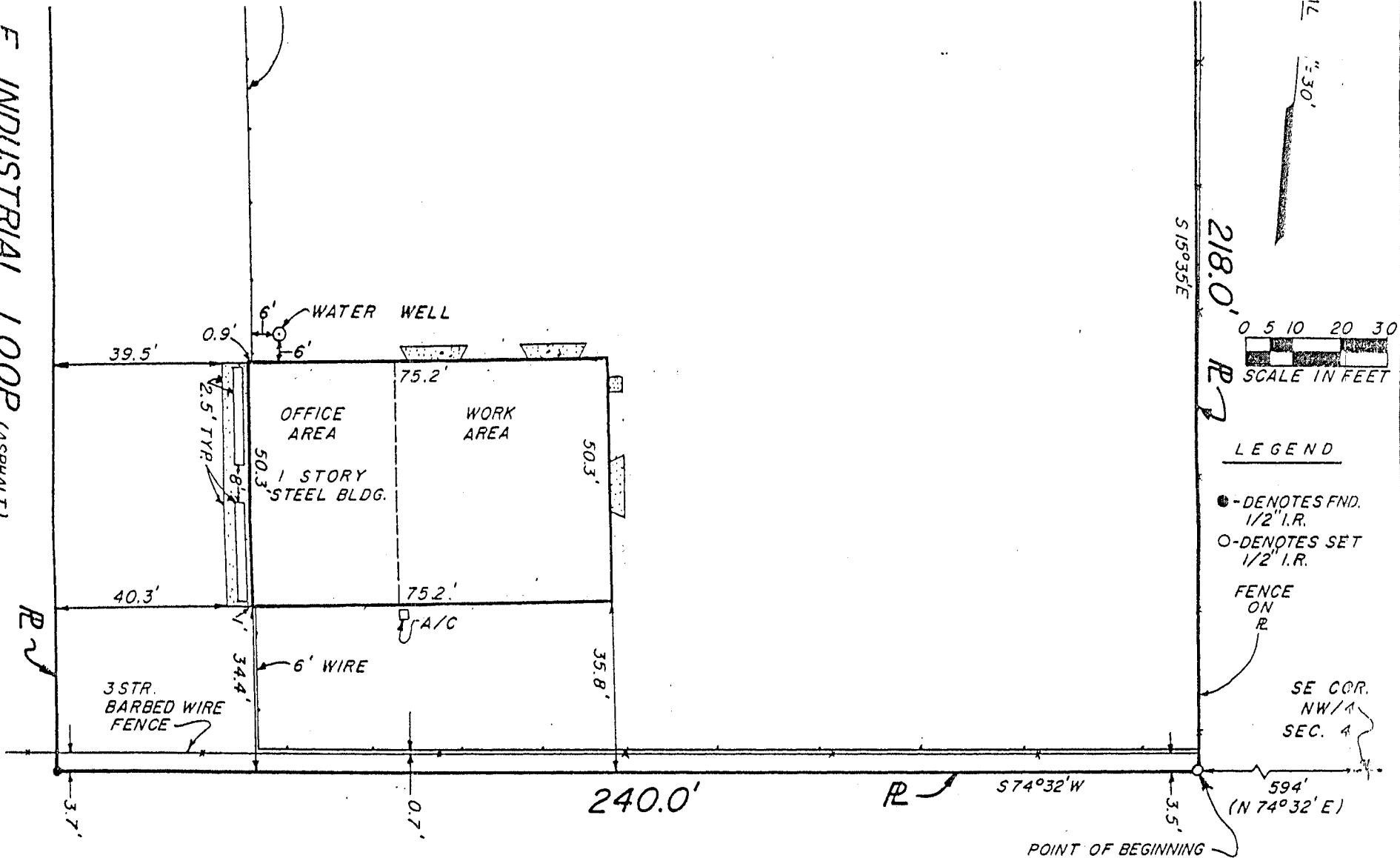
THENCE S74°32'W along the south line of said NW $\frac{1}{4}$ 240.0 feet to a $\frac{1}{2}$ " iron rod set in the East line of East Industrial Loop for the Southwest corner of this tract;
THENCE N15°35'W along the East line of East Industrial Loop 218.0 feet to a $\frac{1}{2}$ " iron rod set for the Northwest of this tract;
THENCE N74°32'E 240.0 feet to a $\frac{1}{2}$ " iron rod set for the Northeast corner of this tract;
THENCE S15°35'E 218.0 feet to the PLACE OF BEGINNING.

CENSUS TRACT NO. 0101.01

NOTE: With reference to the U.S.D.H.U.D. Federal Insurance Administration Flood Hazard Boundary Map for Midland County, Texas, page 5 of 12, revised January 3, 1978, this property is not located in a Special Flood Hazard Area Zone A. The above map may not include all Special Flood Hazard Areas and after a more detailed study the Special Flood Hazard Areas may be modified and other areas added. Localized flooding may occur someday due to adjacent changes in drainage patterns.



E. INDUSTRIAL LOOP (ASPHALT)



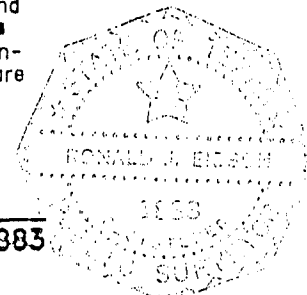
The plat hereon is a true, correct and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distances indicated and that the distances from the nearest intersecting street or road is as shown on said plat. There are no encroachments, conflicts or protrusions, except as shown.

JOHN WEST & ASSOCIATES

2-24-1988

RONALD J. EIDSON

TEXAS R.P.S. NO. 1883



D-880186

RESULT OF WATER ANALYSES

TO: Mr. J. H. White LABORATORY NO. 4-110-17435
1401 W. 1st St., Houston, Texas SAMPLE RECEIVED 4-12-88
RESULTS REPORTED 4-18-88

COMPANY Van Lines LEASE _____

FIELD OR POOL _____

SECTION _____ BLOCK _____ SURVEY _____ COUNTY _____ STATE _____

SOURCE OF SAMPLE AND DATE TAKEN:

NO. 1 Domestic water - taken from water well. 4-12-88

NO. 2 _____

NO. 3 _____

NO. 4 _____

REMARKS:

CHEMICAL AND PHYSICAL PROPERTIES

	NO. 1	NO. 2	NO. 3	NO. 4
Specific Gravity at 60° F.				
pH When Sampled				
pH When Received				
Bicarbonate as HCO ₃				
Supersaturation as CaCO ₃				
Undersaturation as CaCO ₃				
Total Hardness as CaCO ₃				
Calcium as Ca				
Magnesium as Mg				
Sodium and/or Potassium				
Sulfate as SO ₄				
Chloride as Cl				
Iron as Fe				
Barium as Ba				
Turbidity, Electric				
Color as Pt				
Total Solids, Calculated				
Temperature °F.				
Carbon Dioxide, Calculated				
Dissolved Oxygen, Winkler				
Hydrogen Sulfide				
Resistivity, ohms/m at 77° F.				
Suspended Oil				
Filtrable Solids as mg/l				
Volume Filtered, ml				
Chromium, as Cr (Total)	0.12			

Results Reported As Milligrams Per Liter

Additional Determinations And Remarks The undersigned certifies the above to be true and correct to the best of his knowledge and belief.

RESULT OF WATER ANALYSES

LABORATORY NO. 388233-AA386
TO: Mr. Don Thomason SAMPLE RECEIVED 3-21-88
#3 East Industrial Loop South, Midland, TX RESULTS REPORTED 3-24-88

COMPANY D & D Van Lines LEASE _____

FIELD OR POOL _____

SECTION _____ BLOCK _____ SURVEY _____ COUNTY Midland STATE TX

SOURCE OF SAMPLE AND DATE TAKEN:

NO. 1 Domestic water - taken from water well. 3-21-88

NO. 2 _____

NO. 3 _____

NO. 4 _____

REMARKS:

CHEMICAL AND PHYSICAL PROPERTIES

	NO. 1	NO. 2	NO. 3	NO. 4
Specific Gravity at 60° F.				
pH When Sampled				
pH When Received				
Bicarbonate as HCO ₃				
Supersaturation as CaCO ₃				
Undersaturation as CaCO ₃				
Total Hardness as CaCO ₃				
Calcium as Ca				
Magnesium as Mg				
Sodium and/or Potassium				
Sulfate as SO ₄				
Chloride as Cl				
Iron as Fe				
Barium as Ba				
Turbidity, Electric				
Color as Pt				
Total Solids, Calculated				
Temperature °F.				
Carbon Dioxide, Calculated				
Dissolved Oxygen, Winkler				
Hydrogen Sulfide				
Resistivity, ohms/m at 77° F.				
Suspended Oil				
Filtrable Solids as mg/l				
Volume Filtered, ml				
Chromium, as Cr	0.785			

Results Reported As Milligrams Per Liter

Additional Determinations And Remarks Test methods in compliance with U.S. Environmental Protection Agency Regulations (SW-846; Third Edition - November 1986).

The undersigned certifies the above to be true and correct to the best of his knowledge and belief.

